

Request for Proposals

Goods & Services



Building/Planning Support Services

Request for Proposals No. 2022-005

Advertisement Date:	<u>Thursday, June 2 , 2022</u>
Non-Mandatory Pre-bid <i>Zoom</i> Conference:	<u>Wednesday, June 8, 2022 at 10 am</u>
All Questions Due:	<u>Friday, June 17, 2022 at 10 am</u>
Answers to Written Questions:	<u>Tuesday June 21, 2022 at 5 pm</u>
Submission due date:	<u>Tuesday, July 12, 2022 at 10 am</u>
Proposal Opening:	<u>Tuesday, July 12, 2022 at 10:05 am</u>
Submit Via Demand Star to:	Village of Biscayne Park Village Clerk

TABLE OF CONTENTS

Table of Contents		Page 2
Legal Advertisement/Notice to Vendor		Page 3
Instructions to Vendor / General Terms	Section 1	Page 4
Special Terms & Conditions	Section 2	Page 15
Scope of Work / Technical Specifications	Section 3	Page 20
Evaluation Criteria and Process	Section 4	Page 26
Submittal Format	Section 5	Page 39
Forms	Section 6	Page 32

Attachment

Special Conditions related to
Federal Requirements

Affidavits

Non-Collusive Affidavit
Public Entity Crimes
Equal Opportunity / Affirmative Action Statement
Conflict of Interest Statement
Dispute Disclosure Form
Anti-Kickback Affidavit
Anti-Boycott Certification
E-verify Affidavit
Domestic Partnership Certification Form
Byrd Anti-Lobbying Certification

LEGAL ADVERTISEMENT NOTICE TO VENDOR

NOTICE IS HEREBY GIVEN that the Village of Biscayne Park is seeking electronically submitted Bids for the following work as specified.

Building/Planning Support Services Request for Proposals No. 2022-005

The Bid Specifications for this Request for Proposals are available from DemandStar by accessing their website at www.demandstar.com. The Bid Specifications may also be examined at the Village of Biscayne Park – Office of the Village Clerk. Vendors who obtain the Bid Specifications from sources other than DemandStar or the Village of Biscayne Park are cautioned that their Bid response package may be incomplete. Addenda will be posted and disseminated by DemandStar at least five days prior to the submittal date to all vendors who are listed on the official list. The Village will not accept incomplete Bids.

Proposals shall be on a unit price basis; segregated Bids will not be accepted. **All submittals shall be electronically submitted via DemandStar no later than Tuesday, July 12, 2022, 10:00 AM.**

Respondents are responsible for ensuring that their Response is uploaded to DemandStar by the deadline. Proposals submitted after this time will not be considered. Timely submitted Proposals will be opened publicly and read aloud at this time.

The Village reserves the right to reject any or all Proposals, with or without cause, to waive technical errors and informalities, and to accept the Bid which best serves the interest of, and represents the best value to, the Village.

This proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 as detailed in EXHIBIT A.

All questions regarding Request for Proposals No. 2022-005 shall be directed in writing to Shantay Bingham, Village Clerk, prior to the deadline mentioned above. Questions may be submitted via email to: Villageclerk@biscayneparkfl.gov or via regular mail at: Shantay Bingham, Village Clerk, Village of Biscayne Park, 600 NE 114 Street, Biscayne Park, FL 33161.

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

SECTION 1
INSTRUCTIONS TO PROPOSER (VENDOR) / GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL SOLICITATIONS FOR COMMODITIES/SERVICES ISSUED BY THE VILLAGE OF BISCAYNE PARK. THE VILLAGE OF BISCAYNE PARK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO PROPOSERS OR IN THE PROPOSAL SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. PROPOSER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS BID OR RFP SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE PROPOSER REGARDLESS OF ANY LANGUAGE IN THE PROPOSER'S CONTRACT TO THE CONTRARY.

[CONTINUED ON NEXT PAGE]

1.1 CLARIFICATION/EXPLANATION/QUESTIONS:

Any questions concerning the Proposal Specifications or any required need for clarification must be made to Shantay Bingham, Village Clerk via email to: Villageclerk@biscayneparkfl.gov or via regular mail at: Shantay Bingham, Village Clerk, Village of Biscayne Park, 600 NE 114 Street, Biscayne Park, FL 33161. Such requests for clarification/explanation or questions must be made in writing to Shantay Bingham, Village Clerk, at least five (5) business days prior to the date of the Proposal opening. Interpretations or clarifications considered necessary by the Village will be issued by addenda and posted/disseminated by DemandStar (www.demandstar.com) to all parties listed on the official plan holders' list as having received the Proposal documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a Proposers from submitting their Proposal on the required date and time as publicly noted.

1.2 PLAN HOLDER'S LIST:

As a convenience to vendors, the Village of Biscayne Park has made available via internet lists of all plan holders for each Request for Proposal, ITB, and request for qualifications. The information is available on-line at www.demandstar.com or by calling the Office of the Village Clerk at (305) 899-8000.

1.3 ADDENDA TO SPECIFICATIONS:

If any addenda are issued after the initial specifications are released, the Village will post and disseminate the addenda through DemandStar. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Office of the Village Clerk will make good faith effort to ensure that all registered Proposers (those who have been registered as receiving a Proposal package) receive the documents. It is the responsibility of the vendor prior to the submission of any Proposal to check the above website or contact the Office of the Village Clerk at (305) 899-8000 to verify any addenda issued. The receipt of all addenda must be acknowledged on the Proposal Response Sheet.

1.4 SPECIAL ACCOMMODATIONS:

Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP/RFQ opening because of a disability should call the Office of the Village Clerk at (305) 899-8000 at least five (5) days prior to the Pre-Bid Conference or

Bid/RFP/RFQ opening. If you are hearing or speech impaired, please contact the Office of the Village Clerk by calling the Village of Biscayne Park using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

1.5 PUBLIC ENTITY CRIMES STATEMENT:

Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida statutes -"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform work as a Proposer, supplier, sub-Contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

1.6 PROPOSAL DEADLINE:

Proposals must be submitted no later than the time and date shown within this document.

1.7 SUBMISSION OF PROPOSAL:

The entire Proposal Response Package shall be uploaded to DemandStar with all accompanying affidavits, and attachments.

1.8 PROPOSAL EXECUTION, SIGNATURES, ERASURE/CORRECTION:

All Bids shall be signed in blue ink. All price quotes shall be typewritten into the provided excel worksheet. All corrections made by the Proposers prior to the opening must be initialed and dated by the Proposers. No changes or corrections will be allowed after Bids are opened. Bids must contain an original, manual signature of an authorized representative of the company.

1.9 WITHDRAWAL OF BIDS:

Proposers may withdraw Bids only by written request and shall forward the withdrawal request via "Certified U.S. Mail – Return Receipt Requested" prior to the Proposal opening time. Negligence on the part of the Proposers in preparing the Proposal confers no right for the withdrawal of the Proposal after it has been opened.

1.10 PROPOSAL OPENING:

Bids will be opened publicly at the time and place stated in the Notice to Proposer. It is the responsibility of the Proposers to ensure that the Proposal is successfully uploaded onto DemandStar on or before the closing hour and date stated on the Request for Proposal. After the Proposal opening, the contents of the Bid/Proposal Form will be made public for the information of vendors and other interested parties who may be present either in person or by representative. Bids that are received after the Proposal opening time will not be considered and will not be returned.

1.11 EVALUATION OF BIDS:

The Village, at its sole discretion, reserves the right to inspect any/all Proposers facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposers, the financial position, experience, staffing, equipment, materials, references, and past history of service to the Village and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

1.11.1 Hold Harmless: All Proposer's shall hold the Village, it's officials and employees harmless and covenant not to sue the Village, it's officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.

1.11.2 Cancellation: Failure on the part of the Proposers to comply with the conditions, specifications, requirements, and terms as determined by the Village, shall be just cause for cancellation of the Award.

1.11.3 Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the Village department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the Village Attorney shall resolve the dispute and send a written copy of its decision to the Proposer, which shall be binding on both parties.

1.12 AGREEMENT:

After the Proposal award, the Village will, at its option, prepare an Agreement specifying the terms and conditions resulting from the award of this Bid. The vendor will have thirty (30) calendar days after notification of the award by the Village to execute the Agreement and provide the required Insurance Certificates.

The performance of the Village of Biscayne Park of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the Proposal specifications.

1.13 PAYMENTS:

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number. Invoices received from the Contractor will be reviewed by the initiating Village Department. If services have been rendered in conformity with the Contract Documents, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned thereto. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

1.14 BRAND NAMES:

Intentionally Omitted.

1.15 MATERIAL:

Intentionally Omitted.

1.16 SAMPLES:

Intentionally Omitted.

1.17 QUANTITY GUARANTY:

Intentionally Omitted.

1.18 GOVERNMENTAL RESTRICTIONS ON MATERIALS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Proposal prior to their delivery, it shall be the responsibility of the successful Proposers to notify the Village at once, indicating in their letter the specific regulation which required an alteration. The Village of Biscayne Park reserves the right to accept any such alteration, including any price adjustments

occasioned thereby, or to cancel at no further expense to the Village.

1.19 SAFETY STANDARDS:

The Proposers warrant that the product(s) supplied to the Village conforms in all respects to the standards set forth in the occupational safety and health act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (MSDS) when applicable.

1.20 WARRANTIES:

Successful Proposers shall act as agent for the Village in the follow-up and compliance of all items under Warranty/Guaranty and complete all forms for Warranty/Guarantee coverage under this Contract.

1.21 COPYRIGHTS/PATENT RIGHTS:

Proposers warrant that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The seller agrees to indemnify Village from any and all liability, loss, or expense occasioned by any such violation.

1.22 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):

The Proposer shall be responsible for obtaining and maintaining throughout the contract period his or her Village and county local business tax receipts. Each vendor submitting a Proposal on this Request for Proposal shall include a copy of the company's local business tax/occupational license(s) with the Proposal response. For information specific to Village of Biscayne Park local business tax/occupational licenses, please call Code Enforcement & Licensing at (305) 899-8000. If the Proposer is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Proposal. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency

and/or proof of current active status with the Division of Corporations of the State of Florida.

1.23 LIABILITY, INSURANCE, PERMITS AND LICENSES:

Proposers shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposers shall be liable for any damages or loss to the Village occasioned by negligence of the Proposers (or their agent) or any person the Proposers has designated in the completion of their contract as a result of the Proposal. Proposer shall be required to furnish a copy of all licenses, certificates of competency or other licenser requirements necessary to practice their profession as required by Florida State Statute, Miami-Dade County, and Village of Biscayne Park Code. Proposers shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the Village along with the Proposal response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Proposal.

1.24 CERTIFICATE(S) OF INSURANCE:

Proposers shall furnish to the Office of the Village Clerk, Village of Biscayne Park, 600 NE 114 Street, Biscayne Park, FL 33161, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Village, for those coverage types and amounts listed in this document, in an amount equal to 100% of the requirements and shall be presented to the Village prior to issuance of any Contract(s) or Award(s) Document(s). The Village of Biscayne Park shall be named as "additional insured" with respect to this coverage. The required certificates of insurance shall not only name the types of policies provided but shall also refer specifically to this Proposal and section. At the time of Proposal submission, the Proposers must submit certificates of insurance as outlined in the General Conditions section. All required insurances shall name the Village of Biscayne Park as additional insured and such insurance shall be issued by companies authorized to issue insurance in the State of Florida. It shall be the responsibility of the Proposers and insurer to notify the Village Manager of the Village of Biscayne Park of cancellation, lapse, or material modification of any insurance policies insuring the Proposers, which relate to the activities of such vendor and the Village of Biscayne Park. Such notification shall be in writing and shall be submitted to the Village finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected

on the certificate of insurance. Failure to fully and satisfactorily comply with the Village's insurance requirements set forth herein will authorize the Village Manager to implement a rescission of the Proposal award without further Village Commission action. The Proposers hereby holds the Village harmless and agrees to indemnify Village and covenants not to sue the Village by virtue of such rescission.

1.25 ASSIGNMENT:

The Proposer shall not transfer or assign the performance required by this Proposal without prior written consent of the Village Manager. Any award issued pursuant to the Request for Proposal and monies which may be due hereunder are not assignable except with prior written approval of the Village Manager. Further, in the event that the majority ownership or control of the Proposed changes hands subsequent to the award of this contract, Proposer shall promptly notify Village in writing (via United States Postal Service – Certified Mail, Return Receipt Requested) of such change in ownership or control at least thirty (30) days prior to such change and Village shall have the right to terminate the contract upon sixty (60) days written notice, at Village's sole discretion.

1.26 HOLD HARMLESS/INDEMNIFICATION:

The Proposer shall indemnify, hold harmless, and defend the Village of Biscayne Park, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the Proposer, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Proposal and / or from any procurement decision of the Village including without limitation, awarding the Contract to the Proposer.

1.27 NON-CONFORMANCE TO CONTRACT:

The Village of Biscayne Park may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the Village shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Proposer being found in default.

1.28 DEFAULT PROVISION:

In case of default by the Proposers, the Village of Biscayne Park may procure the articles or services from other sources and hold the Proposers responsible for any excess costs occasioned or incurred thereby.

1.29 SECONDARY/OTHER VENDORS:

The Village reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

1.30 DEFINITIONS:

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

Acceptance: Acceptance by the Village of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Agreement: The written Agreement between the Village and the Proposer covering the Work to be performed, which includes the Contract Documents.

Addenda: Written or graphic instruments issued prior to the Proposal Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

Approved: Means approved by the Village.

Bid or Proposal: The offer of the Proposers submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidders/Proposers: Any person, Proposer or corporation submitting a Proposal for Work.

Bonds: Proposal, performance bond and other instruments of security, furnished by the Proposer and their surety in accordance with the Contract Documents and in accordance

	with the law of the State of Florida.	Modification:	Modification means any one of the following: (a) a written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the Village, or (d) a written order for minor change or alteration in the Work issued by the Village. A modification may only be issued after execution of the Agreement.
Change Order:	A written order to the Proposer signed by the Village authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.	Notice of Award:	The written notice by Village to the apparent successful Proposers stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, Village will execute and deliver the Agreement to him.
Village:	Village of Biscayne Park, 600 NE 114 Street, Biscayne Park, FL 33161.	Samples:	Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
Contract Documents:	Contract Documents shall include Instructions to Proposers, Proposer's Proposal, the Notice of Award, the Agreement between the Village and Proposer as well as any addenda thereto, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Request for Proposal, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the Village of Biscayne Park.	Specifications:	Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.
Contract Price:	The total monies payable to the Proposer under the Contract Documents.	Statement of Services:	The form furnished by the Village which is to be used by the Proposer in requesting progress payments.
Contract Time:	The number of calendar days stated in the Agreement for the completion of the Work.	Supplier:	Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
Contracting Officer:	The individual who is authorized to sign the contract documents on behalf of the Village's governing body.	Work:	Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Proposer under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.
Proposer:	The person, Proposer or corporation with whom the Village has executed this Agreement.	Written Notice:	The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with Contract requirements.
Day:	A calendar day of twenty-four hours measured from midnight to the next midnight.		
Field Order:	A written order issued by the Village which clarifies or interprets the Contract Documents or orders minor changes in the Work.		

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the Proposer or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, Proposer, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the Village under this Contract shall be delivered to the Village.

1.31 BID AWARD:

The Village reserves the right to reject any and all Proposals at its sole discretion. Proposals shall be awarded by the Village after the Village performs all necessary searches, inquiries, exploration, and analysis of the Proposals. The Proposal shall be awarded to the highest ranked responsive and responsible Proposer whose Proposal best serves the interests of and represents the best value to the Village. No Notice of Award will be given until the Village has concluded any investigation(s) as they deem necessary to establish the Proposer's capability to perform the Services as described in this RFP, ITB, RFQ or ITQ, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the Village's established standards, as well as the financial capability of the Proposer to perform the Work in accordance with the Contract Documents to the satisfaction of the Village within the time prescribed. The Village reserves the right to reject the Proposal of any Proposers on the basis of these queries and investigations and who does not meet the Village's satisfaction, even though the Proposer may be the lowest dollars and cents Proposal. In analyzing Proposals, the Village will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform. If the Contract is awarded, the Village will issue the Notice of Award and give the successful Proposers a Contract for execution within ninety (90) days after opening of Proposals. The Village specifically reserves the right to award the contract to a Proposer who is not necessarily the lowest dollars and cents Proposers on the basis of the results of these queries and investigation(s).

1.32 EXECUTION OF AGREEMENT:

At least four counterparts of the Agreement, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by Proposer to the Village within ten (10) calendar days of receipt of the Notice of Award.

1.33 LAWS AND REGULATIONS:

The Proposer will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Proposer observes that the Specifications are at variance therewith, they will give the Village prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Proposer performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Village, they will bear all costs arising wherefrom.

1.34 TAXES:

The Village of Biscayne Park is exempt from sales tax imposed by the State and/or Federal Government. Florida Sales Tax Exemption No. 85-8012694687C-4 appears on each purchase order. Exemption certificates are available upon request.

1.35 DUTY TO DEFEND, INDEMNIFY AND SAVE HARMLESS:

In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the Proposer shall defend, indemnify and hold harmless the Village, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the Work described in the Contract Documents, or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said Proposer or his Sub-Proposer, agents, servants or employees. The Proposer will defend, indemnify and hold harmless the Village and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the Proposer, Sub-Proposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party

indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section the parties agree that Proposer shall indemnify, defend and hold harmless the Village, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein. In the event that any action or proceeding is brought against Village by reason of any such claim or demand, Proposer, upon written notice from Village shall defend such action or proceeding by counsel satisfactory to Village. The indemnification provided above shall obligate Proposer to defend at its own expense or to provide for such defense, at Village's option, any and all claims of liability and all suits and actions of every name and description that may be brought against Village, excluding only those which allege that the injuries arose out of the sole negligence of Village, which may result from the operations and activities under this Contract whether the Work be performed by Proposer, its Sub-Proposers, or by anyone directly or indirectly employed by either.

1.36 DECISIONS ON DISAGREEMENTS:

The Village will be the initial interpreter of the Technical Specifications.

1.37 VILLAGE MAY TERMINATE:

If the Proposer is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the Proposer or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Sub-Contractors or for labor, materials or equipment or they disregard laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the Village, or if they otherwise violate any provision of, the Contract Documents, then the Village may, without prejudice to any other right or remedy and after giving the Proposer and the surety ten (10) days written notice, terminate the services of the Proposer and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Proposer, and finish the Work by whatever method they may deem expedient. In such case the Proposer shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct

and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Proposer. If such costs exceed such unpaid balance, the Proposer will pay the difference to the Village. Such costs incurred by the Village will be determined by the Village and incorporated in a Change Order. If after termination of the Proposer under this Section, it is determined by a court of competent jurisdiction for any reason that the Proposer was not in default, the rights and obligations of the Village and the Proposer shall be the same as if the termination had been issued pursuant to this document.

1.37.1 Where the Proposer's services have been so terminated by the Village said termination shall not affect any rights of the Village against the Proposer then existing or which may thereafter accrue. Any retention or payment of moneys by the Village due the Proposer will not release the Proposer from liability.

1.37.2 Upon ten (10) days written notice to the Proposer, the Village may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the Proposer shall be paid for all Work executed and accepted by the Village as of the date of the termination. No payment shall be made for Work which has not been performed.

1.38 MISCELLANEOUS:

Proposers acknowledge the following miscellaneous conditions:

1.38.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the Proposer or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

1.38.2 The Contract Documents shall remain the property of the Village. The Proposer shall have the right to keep one record set of the Contract Documents upon completion of the Project.

1.38.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Proposer and those in the Special Conditions and the rights and remedies available to the Village, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

1.38.4 Should the Village or the Proposer suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

1.39 WAIVER OF JURY TRIAL:

Village and Proposer knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

1.40 GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL:

It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. In the event it becomes necessary for either party to initiate legal action regarding this Agreement venue shall be in the Eleventh Judicial Circuit in and for Miami Dade County, Florida, for any claims under state law and in the Southern District of Florida, Miami Division, for any claims brought in federal court. If either party utilizes such legal action, including appeals, if necessary, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs at the pretrial, trial and appellate levels. Each of the parties hereto hereby knowingly, voluntarily and intentionally, waives the right which any party may have to a jury trial in respect of any action, proceeding, litigation or counterclaim based hereon or arising out of, under, on or in connection with

this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either of party.

1.41 PROJECT RECORDS:

Village shall have right to inspect and copy during regular business hours at Village's expense, the books and records and accounts of Proposer which relate in any way to the Project, and to any claim for additional compensation made by Proposer, and to conduct an audit of the financial and accounting records of Proposer which relate to the Project. Proposer shall retain and make available to Village all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three years following final completion of the Project. During the Project and the three year period following final completion of the Project, Proposer shall provide Village access to its books and records upon five days written notice.

1.42 SEVERABILITY:

If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

1.43 INDEPENDENT PROPOSER.

The Proposer is an independent Proposer under the Contract. Services provided by the Proposer shall be by employees of the Proposer and subject to supervision by the Proposer, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Proposer.

1.44 PROPOSERS RESPONSIBILITIES:

Proposers are required to submit their proposals upon the following express conditions:

Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other Contract Documents.

Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for any deliveries as required by the RFP conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Village or the compensation due the Proposer.

Proposers are advised that all Village contracts are subject to all legal requirements provided for in the Village Purchasing Code and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.

1.45. PROTEST PROCEDURES

This Section shall govern any protest made by a Proposer related to this Request for Proposal.

- A. Protest of any Village recommendation for an award in response to the request for proposals shall be filed with the Village Clerk and mailed by the protesting Proposer to all participants in the competitive process within seven (7) days of the Village's recommendation for an award or the Village's actual award, whichever comes first. Such protest shall be in writing, shall state the particular grounds on which it is based, shall include all pertinent documents and evidence and shall be accompanied by a cashier's or certified check or money order, made payable to the Village of Biscayne Park, in an amount equal to either three percent of the estimated price quoted, bid or proposal amount or \$30,000.00, whichever is less. Any grounds not stated shall be deemed waived.
- B. Protests shall be referred by the Village Clerk to the Village Attorney who shall select a hearing examiner who shall hold a hearing and submit written findings and recommendations within ten (10) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the Village's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the Village Clerk.
- C. Hearing examiners may be retired judges, certified mediators or other impartial parties as selected by the Village Attorney.
- D. The hearing examiner's findings and recommendations shall be presented to the

Village Commission for final action at the next regular or specially scheduled meeting. Notice shall be mailed to all participants in the competitive process at least seven days in advance of any final action by the Village Commission. The notice shall include the hearing examiner's findings and recommendations.

- E. Failure to follow the protest procedures set forth herein shall automatically nullify any protest or claim brought by an aggrieved Proposer, offeror or contractor.

1.46 NON-DISCRIMINATION.

During the performance of the Contract, Proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, handicap, marital status, age or national origin, and will take a Proposerative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Village, the Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Proposer or any owner, subsidiary or other Proposer affiliated with or related to the Proposer is found by the responsible enforcement agency or the Village to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Proposer submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Proposer was not in violation at the time it submitted its affidavit.

1.47 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION.

Under no circumstances shall the Proposer, its employees, agents, subcontractors and suppliers, without the express written consent of the Village:

Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Village, or the Work being performed hereunder, unless the Proposer first obtains the written approval of the Village. Such approval may be withheld if for any reason the Village believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

Communicate in any way with any contractor, department, board, agency, Commission or other

organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Village; and

Represent, directly or indirectly, that any product or service provided by the Proposer, or such parties has been approved or endorsed by the Village, except as may be required by law.

1.48 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Proposer understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Village were provided to the Proposer for evaluation purposes only; however, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Village makes no representations or guarantees, the Village shall not be responsible for the accuracy of the assumptions presented, the Village shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.49 VARIATIONS, CONTRADICTION AND SUBSTITUTIONS

Any variations from RFP specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with proposal entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the Village shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Village in writing. If specifications are in contradiction, or if they contain any errors or omissions, Proposers shall notify the Procurement Manager in writing at least ten (10) working days before the proposal opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

End of Section

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE OF PROPOSAL:

By way of this RFP, Village of Biscayne Park is soliciting proposals from qualified, and experienced proposers (hereinafter "Proposers", "Contractors", "Firms" or "Vendors"), for the purpose of entering into an Independent Contractor Agreement to provide comprehensive professional services to administer and enforce the Florida Building Code to include but not be limited to the receipt of permit applications, the review of plans, the issuance of permits, the performance of inspections, the issuance of Certificates of Occupancy, and enforcement of the Florida Building Code, Village of Biscayne Park Unified Land Development Code, and all applicable laws and codes, and in compliance with all authorities having jurisdiction over building activities.

The scope of work for this solicitation does not include professional services for projects or studies that would exceed the thresholds of Section 287.055, Florida Statute (Florida's Consultant's Competitive Negotiations Act). The proposer shall perform the Scope of Services solely as an independent contractor and not as an employee of the Village.

Through the process described herein, persons and/or firms interested in assisting the Village with the provision of the Services must prepare and submit a proposal containing no less than the information requested herein. The Village will review submittals only from those persons and/or firms that submit a proposal that includes all of the information required by this RFP, the determination of which shall be in the sole discretion of the Village.

As part of their proposals firms/individuals must provide a list of related projects or similar type of work with contact names, phone numbers, email address and service dates.

2.2 PRE-BID CONFERENCE:

Join Zoom Meeting

<https://us06web.zoom.us/j/84457186282>

Meeting ID: 844 5718 6282

One tap mobile

+16465588656,,84457186282# US (New York) 13017158592,,84457186282# US
+(Washington DC)

Dial by your location

+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 720 707 2699 US (Denver)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)

Meeting ID: 844 5718 6282

Find your local number: <https://us06web.zoom.us/j/keUM8EbV8>

Join by Skype for Business

<https://us06web.zoom.us/j/84457186282>

2.3 COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a minimum of five years' experience and that are presently engaged in the provision of these services, from the date that the RFP is issued, in providing Comprehensive Building Code Services including but not limited to permit issuance through closeout for a municipality in High Velocity Hurricane Zones (HVHZ); specifically defined as Broward and Miami-Dade counties. Proposers shall have been in continuous service in Florida, with a Florida primary or branch office for a minimum of the past five years from the date that the RFP is issued.

Contract will be awarded only to responsible and responsive Proposer qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his/her experience in like work and that the proposer is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

2.4 PERFORMANCE OF SERVICES

Proposer agrees to perform services in a professional and work like manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Village may be rejected.

A dedicated servicing representative must be available to the Village on an on-going basis.

2.5 MINIMUM QUALIFICATIONS

In order to be considered, Proposers must provide with their submittal, evidence that they are qualified to satisfactorily perform the specified Services. Evidence shall include all information necessary to certify that the Proposer: maintains a permanent place of business; has not had just or proper claims pending against the Proposer or the Proposer's firm; and has provided services of a type similar to the Services sought through this RFP. The evidence will consist of listing of contracts for similar services that have been provided to public and/or private-sector clients, within a minimum of the last five years.

2.6 CONTRACT TERM

The Village intends to issue a three (3)-year initial term with two (2) one (1)-year renewal options. Initial contract term and option years, as applicable, will be determined during the negotiation process and shall be specified in resultant agreement.

2.7 VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from RFP specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the Village shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Village in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Village Clerk in writing at least ten (10) working days before the bid opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

2.8 VENDOR AS AN INDEPENDENT CONTRACTOR

It is expressly agreed that the Proposer is an independent contractor and not an agent of Village. The Proposer shall not pledge or attempt to pledge the credit of Village or in any other way attempt to bind the Village.

2.9 PROTECTION OF PROPERTY

The Proposer shall take extra precaution to protect all property while conducting services. Any damage done by the Proposer shall be corrected to its original or better state and shall be corrected to the satisfaction of the Project Manager or designee.

2.10 PROPOSER'S REPRESENTATIONS

Proposer must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Proposer must give Village Manager and Village Clerk written notice of all conflicts, errors or discrepancies that he/she has discovered in the Solicitation Documents and the written resolution thereof by Village Manager and Village Clerk is acceptable to Proposer.

2.11 PERSONNEL

Proposer's personnel shall carry photo identification, Florida driver's license, and show same to Village personnel at any time upon request. The Village reserves the right to request the same of Subcontractors.

A. Qualifications of Personnel/Certification Requirements

All personnel shall be certified and recertified biennially by the Miami-Dade County Board of Rules and Appeals in accordance with Chapter 8 Article II of the Code of Miami-Dade County and State Law.

B. Professional Services Certification/Credentials

1. Building Official - Compliance with the requirements of Chapter 8 Article II of the Code of Miami-Dade County, in addition to License from the State of Florida, Department of Business and Professional Regulation as a Professional Engineer or Registered Architect and Certification from the State of Florida as Chief Building Official.

2. Assistant Building Official/ Chief Building Code Inspector – If needed by the Village, Compliance with the requirements of Chapter 8 Article II of the Code of Miami-Dade County, in addition to License from the State of Florida, Department of Business and Professional Regulation as a Chief Building Official or Building Code Administrator.

3. Plans Examiners/Inspectors

- Structural
- Electrical
- Mechanical
- Plumbing

Compliance with the requirements of Chapter 8 Article II of the Code of Miami-Dade County, in addition to License from the State of Florida Department of Business and Professional Regulation.

C. Attire

While performing services under the Agreement, all personnel shall wear a uniform shirt with the name or logo of the Contractor.

D. Licensing and Training

All personnel performing services under this Agreement shall maintain all applicable licenses and shall receive training to maintain all applicable licenses and to maintain or enhance the Village's ISO Building Code Effectiveness Grading Classification and National Flood Insurance Program Rating at the Contractor's expense.

E. Equipment

While performing services under the Agreement:

1. All Inspection personnel shall be equipped with voice communication equipment at the Contractor's expense, including but not limited to cellular telephones. A list of all cellular telephone numbers of such personnel shall be submitted to the Village Manager or designee at the time of execution of the Agreement and such list shall be updated and provided to the Village Manager or designee within 24 hours upon each and every change.

2. All Inspection personnel shall be equipped with mobile data computing equipment at the Contractor's expense and compatible with the Village's Information Technology policy on approved devices. The Village's current standard is a mobile device running Apple iOS 11 or above OR Android 8.x (Oreo) or above. Mobile devices MUST have internet access via an internal cellular modem or WiFi via external cellular hotspot/jetpack.

3. Contractor's personnel may use Village -owned infrastructure and equipment at a Village -owned facility. Village -owned infrastructure and equipment shall be used only to conduct Village business and shall not be used to transact any other business, including but not limited to, servicing other clients.

4. The Village currently utilizes "OpenGov" as its permitting software. The OpenGov software is owned and maintained by the Village and access will be provided to Contractor staff based on their assignment and role. The Contractor will be required to learn and utilize the OpenGov software to process through the permitting process including permit application intake, payment processing, electronic plan review, permit issuance, inspections, closure/co. The Contractor will work with the Village to continuously improve the efficacy of the software system through automation and reporting.

5. In association with OpenGov software, the Village uses Bluebeam Revu20 software for plan reviews. The Contractor will be required to learn and utilize the Bluebeam software to review approve and comment on submitted plans.

F. Vehicles

The Contractor shall provide and maintain the vehicles necessary to perform the services as set forth in any resultant agreement. Contractor shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 1/2" letters.

G. Identification

Contractor will not use or create any badge containing Village's name, seal, logo, or any other reference thereof for identification. Contractor shall use only a Village issued identification badge.

2.12 FEDERAL & GRANT REQUIREMENTS

2.12.1 The services may be funded in part by federal grant funds. If awarded, Proposer agrees that it shall abide by and adhere to any and all Federal Requirements, including, but not limited to those set forth in the Attachment entitled "FEDERAL REQUIREMENTS" included in this solicitation.

2.12.2 Each Proposer must submit proof of good standing in its registration through the Federal System of Award Management without exception and provide a copy of such within the Proposal Submittal.

2.13 INSURANCE

The proposer shall maintain and carry in full force during the Term the insurance required herein. Upon Village's notification, the proposer shall furnish to the Village, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,
- B. Village shall be named as additional insured on all policies except worker's compensation and professional liability; and,
- C. The additional insured status for Village for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than

the Insurance Services office (ISO) form CG 2037 (07 04).

- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of Village.
- F. Village retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. Contractor is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to Village, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to Village of Biscayne Park, 600 NE 114 Street, Biscayne Park, FL 33161.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to Contractor's insurance company and Village as soon as practicable after notice to the insured.
- K. Contractor agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of Village. Contractor's insurance shall be Primary and non-contributory.
- L. Contractor is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.
- M. Specific Coverage
 - 1. Workers Compensation: Contractor shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event Contractor has "leased" employees, Contractor must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by Village.

- a. Contractor is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by Contractor. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.
2. Commercial General Liability: Contractor shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$1,000,000 each occurrence, and \$2,000,000 in aggregate, covering all work performed under this Agreement.
3. Business Automobile Liability: Contractor shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
4. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name Village as additional insured and coverage shall be provided on a "Follow Form" basis.
5. Contractor shall maintain Professional Liability insurance for both the Contractor and any professionals required to carry professional licenses. The policy shall be written at a limit of not less than \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate. If the policy is written on a Claims-Made basis, then the policy shall include a minimum of a three-year Discovery/Extended Reporting Period/Tail. The Retroactive Date shall be equal to or precede the effective date of the Agreement or performance of services hereunder.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than " A- Excellent: FSC VII " as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Village's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Proposer hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

NOTE: VILLAGE OF BISCAIYNE PARK CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Village notification to proposer to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the Village. If the proposer fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Village notification to comply, the proposer shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the proposer shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

END OF SECTION

SECTION 3

SCOPE OF SERVICES

3.1 BACKGROUND INFORMATION

The Village is located between Miami Shores and North Miami. The Village is approximately 0.65 square miles and is composed of only residential units. The Village is home to approximately 3,000 residents and 1298 residential units.

The Village is requesting proposals from experienced firms (a "Proposer", "Contractor", "Vendor" or "Firm") to provide Building/Planning Support Services, for the purpose of entering into an Independent Contractor Agreement to provide comprehensive professional services to administer and enforce the Florida Building Code to include but not be limited to the receipt of permit applications, the review of plans, the issuance of permits, the performance of inspections, the issuance of Certificates of Occupancy, and enforcement of the Florida Building Code, Village of Biscayne Park Unified Land Development Code, and all applicable laws and codes, and in compliance with all authorities having jurisdiction over building activities (collectively "Services").

Services shall also include professional consultant services on an as needed basis to provide professional planning and zoning services, including comprehensive planning (analysis and reports), analysis of and amendments to the land development code, community outreach and visioning, Comprehensive Plans and Evaluation and Appraisal Analysis and Reports (EAR), and attend meetings with Village staff and presentations to Village Commission.

An Evaluation Committee shall evaluate and rank each Proposal submitted in accordance with the requirements set forth in the RFP. Upon the approval of the Village Commission of the recommendation of the Village Manager and authorization to negotiate with the highest-ranked Proposer, the Village shall negotiate with the selected Proposer the terms of an agreement (the "Agreement") for the provision of the Services necessary for the completion of the Services. The successful Proposer will provide the Services pursuant to the requirements contained herein and the terms and conditions of the Agreement.

3.2 SCOPE OF SERVICES

The Contractor shall provide comprehensive professional services to administer and enforce the Florida Building Code to include but not be limited to the receipt of permit applications, the review of plans, the issuance of permits, the performance of inspections, the issuance of Certificates of Occupancy, and enforcement of the Florida Building Code, The Village Unified Land Development Code, and all applicable laws and codes, and in compliance with all authorities having jurisdiction over building activities.

The Village reserves the right to conduct investigations as it deems necessary, to determine the ability of the selected Contractor(s) who shall perform the work or services. Information the Village deems necessary in order to make a determination, shall be provided by the Contractor upon request.

A. Level of Service

As the amount of development and permits fluctuates, the Village does not guarantee any certain level. The Contractor understands that staffing may have to be adjusted accordingly from time to time. However, the Administrative personnel, the Building Official, and the Assistant Building Official, if needed, shall establish regular hours on-site during normal business hours as requested by the Village on a weekly basis.

B. Quantity of Work

Quantities are estimated and are for proposal purposes only. No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Proposal by the Village.

Fiscal Year 2018	
Type of Permit	Number of Permit
Building Inspections	344
Electrical Inspections	73
Mechanical Inspections	46
Plumbing Inspections	97
Total Inspections	560
Total Cost	\$305,191.16

Fiscal Year 2020	
Type of Permit	Number of Permit
Building Inspections	225
Electrical Inspections	60
Mechanical Inspections	76
Plumbing Inspections	31
Total Inspections	392
Total Cost	\$213,500.09

Fiscal Year 2022 *as of 5/26/2022	
Type of Permit	Number of Permit
Building Inspections	190
Electrical Inspections	53
Mechanical Inspections	19
Plumbing Inspections	54
Total Inspections	316
Total Cost	\$156,145.70

Fiscal Year 2019	
Type of Permit	Number of Permit
Building Inspections	184
Electrical Inspections	47
Mechanical Inspections	70
Plumbing Inspections	31
Total Inspections	332
Total Cost	\$170,448.97

Fiscal Year 2021	
Type of Permit	Number of Permit
Building Inspections	344
Electrical Inspections	74
Mechanical Inspections	84
Plumbing Inspections	39
Total Inspections	541
Total Cost	\$271,618.55

C. Standards of Work

1. The Contractor shall provide for and perform the duties of the Building Official, Assistant Building Official/Chief Building Code Inspector, Plan Examiners, and Inspectors as defined in Section 103 of the Florida Building Code and Miami-Dade County Board of Rules and Appeals in accordance with Chapter 8 Article II of the Code of Miami-Dade County, as supplemented, and to accept and review plans, issue permits, perform inspections, issue certificates of occupancy and perform other Florida Building Code and The Village Unified Land Development Code, and all applicable laws and codes duties in the name of the Village. The qualified firm will also provide its own Administrative Staff as requested by the Village to support the Village personnel as well as provide for the scheduling of inspections and provide customer service in a consultative manner.
2. Contractor shall perform onsite inspections on days requested of a request for inspection. Contractor as requested by the Village shall inform the customer of the date and time period (morning or afternoon) during which the inspection will occur.
3. The public has an expectation that general information and service requests will receive a timely reply. Responses to consumer inquiries will be provided as quickly as possible, but not longer than one (1) business day from receipt. Village staff will coordinate any consumer inquiries that the Contractor would assist with.
4. All inspection data/reports shall be logged in the Village-owned permitting software after completing an inspection.

D. Responsibilities

Responsibilities shall include but not be limited to the following:

1. At the Village request maintain staffed business hours (no less than a 40 hour work week) equal to, but not less than, the Village's business hours of 9:00 AM to 5:00 PM, Monday through Friday, or as may be altered as directed by the Village, with the following holidays excepted: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.
2. During such regular business hours, all telephones shall be answered personally; automated telephone attendants shall not be utilized. Customers may schedule inspections in-person, via telephone, online through the Village-owned software, or via email.
3. Review and process construction plans for issuance of building permits under the Florida Building Code, and The Village Unified Land Development Code, and all applicable laws and codes including applications for all required certificates, licenses and registrations. Plans review and inspection services shall include, but not be limited to, general building, building roofing, mechanical, HVAC, plumbing, structural and electrical, as well as providing all administrative documentation as required by governmental entities having jurisdiction and the Village.
4. As requested by the Village reviews applications for compliance with submittal requirements, including contractor licensing and insurance, and other agency approvals.
5. As requested by the Village routes applications to appropriate person(s) for discipline compliance reviews and comments.
6. As requested by the Village monitors review status to ensure prescribed time limits are met.
7. As requested by the Village contact contractors, architects, engineers, applicants and the public about construction projects, code questions, and other concerns.
8. Inspect permitted construction within the Village limits, for compliance with Village codes and ordinances and permitted plans and specifications.
9. Generally perform inspections between 9:00 AM and 4:00 PM Monday - Friday, except on an as needed basis as described in subsection G below.
10. Maintain records of inspections and investigations. Village inspection forms shall be used.

11. Provide monthly updates to the Village Manager or designee regarding Building Code Services activity including a report of ALL expired permits.
12. Prepare written reports of inspections, investigations of complaints, expiring and expired permits and other reports as may be reasonably requested by the Village.
13. Review and maintain all records required by Federal Emergency Management Agency ("FEMA") in association with the processing of building permits in the format required by FEMA.
14. Perform any other services related to the Florida Building Code and all applicable laws and codes as required by the Village and all other governmental agencies having jurisdiction.
15. As requested by the Village coordinate activities with Village's Planning and Zoning Consultants, Miami-Dade Fire Marshal, and Village's Code Enforcement Officers.
16. As requested by the Village coordinate activities with Miami-Dade County Board of Rules and Appeals and Florida Building Commission as needed and/or required.
17. As requested by the Village performs Building Code Enforcement on behalf of the Village.

E. ISO Building Code Effectiveness Grading Classification

At the request of the Village the Contractor shall initiate and shall maintain or enhance the Village's ISO Building Code Effectiveness Grading Classification.

F. Flood plain management and CRS participation

Initiate application and maintain or enhance the Village's National Flood Insurance Program Rating and overall program maintenance once assigned.

G. After hours and emergency services

Services shall be provided in emergency situations as follows:

1. During a declared state of local emergency, the Building Official or Assistant Building Official/Chief Building Code Inspector shall arrive at Village designated area upon the establishment of the emergency command site, and remain at the site until it is no longer operational or discharged by the Village Manager or their designee. Contractor shall be responsible for staffing when operational and assisting with damage assessment and safety inspections. The Building Official or Assistant Building Official/Chief Building Code Inspector shall have immediate access to building plans and other essential building information.
2. Contractor shall work with the Village during post disaster (natural or man-made) times, in restoring Comprehensive Building Code Services pursuant to the Florida Building Code and executive orders of the Governor or Village Manager. Contractor shall provide personnel to assist with damage assessment teams. Contractor shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision making process and performing other duties as deemed necessary to restore overall safety and services.
3. Contractor shall provide personnel in each discipline who shall be able to respond within one (1) hour (24 hours/day/7 days/week) to any type of emergency call-out by the Village's Fire Rescue, Law Enforcement or any authorized Village representative.
4. Contractor shall provide personnel in each discipline who shall be available for after-hours inspections when requested and scheduled with prior notice by the permit holder. Contractor shall be compensated for such after-hours inspections in accordance with the rates as outlined by the Village code scheduled herein.

H. Timeframes

1. Plan review: Plan reviews will be performed within a stated number of business days after receipt of completed plans in accordance with Florida Statute 166.033 and any other appropriate statutes or County Ordinances. The following schedule should be followed for all permit types:

Major Permits (Commercial or Residential) Additions, Alterations, Demolition, or New Construction	Ten (10) Business days
Specialty Permits (Commercial or Residential) Pool or Sign	Five (5) business days
Minor Permits (Commercial or Residential) & All others	Three (3) business days

2. Hazards, nuisances and violations: In order to ensure public safety, responses to hazards, nuisances, or Florida Building Code violations will be performed within one (1) business day of receiving notice. The Contractor shall provide an inspector within the appropriate discipline to meet this "on call" requirement.

I. Required Inspection Services

The Contractor shall assign a minimum of one plans reviewer/inspector for each discipline (i.e., structural, plumbing, electrical and mechanical) with all applicable certifications required pursuant to Florida Statutes and the Miami-Dade County Board of Rules and Appeals. All personnel performing inspection services under this Agreement shall have at least five years' experience in their respective disciplines.

All personnel performing services under this Agreement shall be fluent in English and Contractor shall require at least one person who is fluent in both English and Spanish.

J. Violation of applicable codes

Violations of applicable codes shall be processed by code enforcement, pursuant to the Village Code. The Contractor shall cooperate with the Village in the code enforcement process and appear as a witness if called upon. The Contractor shall provide these services at no additional costs to the Village.

K. Transition Plan

Contractor shall provide a detailed description of how services will be transitioned under Village's current Agreement to Contractor. Contractor is responsible for minimizing any negative impacts to Village by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, Contractor shall use its best efforts to ensure a smooth and orderly transition of service.

The Contractor currently servicing the Village shall be responsible for review, inspection and closeout of all permits for which applications were submitted prior to the expiration of the current Agreement, ???, 2020. All permit applications submitted after ???, 2020, shall be the responsibility of the Contractor executing this Agreement.

L. Municipal Planning Services

The Village is also considering retaining a contractor to serve as the Municipal Planning Department for the Village. Proposers shall provide services to include:

- Comprehensive Planning
- Community Planning
- General planning services
- Concurrency Review
- Land use and zoning analysis and amendments
- Transportation studies
- Environmental studies
- Plan and permit review
- Natural and cultural resources assessments
- Climate Change and Resilience Elements

- Water resources planning
- Public outreach support services
- Review landscape plan

M. Engineering and other professional Services

The Village may from time to time require the Proposer to assist with Concept, Design, and permitting and Construction Engineering Inspections for various Village projects as needed. The Proposer must be able to assist with other professional services as needed by the Village to include but not limited to licensed professional engineers, inspectors, and administrative clerks. Notwithstanding the forgoing, if projects or studies exceed the thresholds of Section 287.055, Florida Statute (Florida's Consultant's Competitive Negotiations Act), the Village is precluded from utilizing the resultant agreement, and shall competitively solicit said work in conformance with Section 287.055, Florida Statute.

3.3 BUDGET:

Include a cost proposal for all services requested. Services to be rendered as a percentage of the permit fee collected shall be clearly defined and distinguished from those that will be charged an hourly rate.

END OF SECTION

END OF SECTION

SECTION 4 Evaluation Criteria and Process

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the solicitation. A responsive proposal is one which follows the requirements of this solicitation that includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive. The Village reserves the right to select the Contractor who represents the best value, and to accept or reject any proposal submitted in response to this solicitation.

All responsive proposals will be reviewed and evaluated by an Evaluation Committee to be designated by the Village Manager or Village Manager designee. A recommendation of the Evaluation Committee will be submitted to the Village Manager who shall review and submit his/her recommendations to the Village Commission for final ranking, authorization to negotiate an agreement and/or final award of an agreement.

The proposals shall be evaluated based on the following criteria to determine the proposal or proposals that are in the best overall interest of the Village.

4.2 EVALUATION CRITERIA

An Evaluation Committee consisting of at least three (3) qualified individuals selected by the Village, will conduct evaluations of proposals. The committee will evaluate all responsive proposals received. The committee will score and rank all responsive proposals

It is imperative that the submitted proposal clearly demonstrate the Proposer's ability to provide the services described herein. Only respondents who meet the qualification criteria will be considered. The following assigned weights (points) will be used to evaluate and rank the proposals.

Criteria	Description	Points
1	Company/Firm Qualifications and Capabilities	30
2	Cost Proposal	35
3	Qualifications and Abilities of Professional Personnel	20
4	Timeliness of Response and Additional Resources	10
5	Client References for Similar Projects (5 points) Client References for Similar Projects	05
Total		100

Company/Firm Qualifications and Capabilities (30 points)-The overall ability & capability of the firm to perform the required services, based on personnel, past work history, & other information that Proposer submits. Past work history to include type of project & the names of the proposed team members who worked on the similar project.

Cost Proposal (35 points): Include a cost proposal for all services requested. Services to be rendered as a percentage of the permit fee collected shall be clearly defined and distinguished from those that will be charged an hourly rate.

Qualifications and Abilities of Professional Personnel (20 points): To include organizational chart with proposed project management, building official and inspector(s); specific names and functions of personnel assigned to the project; resumes of personnel assigned to the project. Include copies of State licenses held by each proposed team member pertaining to building services.

Timeliness of Response and Additional Resources (10 points): Describe the capability of your organization, as well as the individual team members, to establish and meet schedules and deadlines as required by Biscayne Park. In addition, describe additional resources available through your firm should construction increase substantially at any time during the term of the contract. Describe your ability to increase (or decrease) personnel and necessary vehicles/equipment if needed to meet the needs of the Village.

Client References for Similar Projects (5 points) Client References for Similar Projects: Provide a minimum of three (3) references for similar projects. Indicate the specific services provided. Include the name, telephone number, and e-mail address of a contact person for each reference. Letters of reference from current/previous clients are highly encouraged.

4.3 Price Evaluation

The price proposal should include all components of specifications provided. It shall be evaluated subjectively in combination with the qualifications provided, including an evaluation of how well it matches Contractor's understanding of the Village's needs described in this solicitation, the Contractor's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process. The Village reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the Village.

4.4 Overall Ranking

The Evaluation Committee will then determine the overall ranking by adding the points for all criteria as described in Section 4.2 above and all other applicable additional points specified in this Solicitation.

Following the evaluation and ranking of the proposals, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. The Village may enter into negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the Village as further set forth in Section 4.5 below.

Any contract, as a result of the Solicitation, will be submitted to the Village Manager for approval and shall be submitted to the Village Commission for their approval. All Proposers will be notified in writing when the Village Manager or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Village to be in the best interest of the Village. The Village's decision to make the award and which proposal is in the best interest of the Village shall be final.

4.5 Negotiations

The Village may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Contractor's best terms from a monetary and technical standpoint.

Notwithstanding the foregoing, if the Village and said Contractor cannot reach agreement on a contract, the Village reserves the right to terminate negotiations and may, at the Village Manager's or designee's discretion, begin negotiations with the next lowest responsible and responsive Contractor. This process may continue until a contract acceptable to the Village has been executed or all proposals are rejected. No Contractor shall have any rights against the Village arising from such negotiations or termination thereof.

Any Contractor recommended for negotiations may be required to provide to the Village:

- a) Its most recent financial statements (or 10k form for a publicly-traded company) as of a date not earlier than the end of the Contractor's preceding official tax accounting period. A copy of the most recent business income tax return will be accepted if financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Contractor, any of its employees or subcontractors is or has been involved within the last three years.

END OF SECTION

Section 5 Submittal Format

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified.

5.0 FORMAT

Submittals shall be submitted via DemandStar. All required signatures shall be manual, in blue ink of an authorized representative who has the legal authority to bind the CONTRACTOR in contractual obligations. Each page of the RFP should state the name of the CONTRACTOR, the bid number, and the page number. The Village reserves the right to request additional data or material to support bid. All material submitted in response to the RFP will become the property of the Village.

The RFP must be in the following format at the time of submittal

5.0.1 TITLE PAGE

Show the name of the respondent's agency/Proposer, address, telephone number, name of contact person, due date, and the RFP Title.

5.0.2 TABLE OF CONTENTS & CONTENTS

Include a clear identification of the material by section and by page number, as numbered below:

1. Company Information, in response to this Proposal, all Proposers must provide the following:
 - Name of Agency/Company (including any "Doing Business As" names)
 - Company Locations
 - Internet Web Site Address (if any)
 - Details of Entity Business Structure (Corporation, Partnership, LLC)
 - Current IRS Form W-9
 - Date Founded
 - Home office address and telephone number, and local address and phone number
 - List of any outstanding litigation that would threaten the viability of the Proposer or the performance of this contract
 - Proof of insurance
 - Email address
 - Point of Contact
2. Cover Letter and Executive Summary

This letter should be signed by the person in your Proposer who is authorized to negotiate terms, render binding decisions and commit the Proposer's resources. Summarize the Proposer's understanding of the work to be done and make a positive commitment to perform the work in accordance with the terms of the proposal being submitted. This section should summarize the key points of your submittal and shall not exceed 1 pages.

In addition, you must include a statement that your Proposer understands that if selected; your Proposer is willing to perform the services under the scope of services.

The designee shall be required to warrant and represent that at all times during the term of the Agreement, the Proposer shall maintain in good standing all required licenses, certifications, and permits required under federal, state, and local laws necessary to perform the services.

3. Experience & Qualifications

Provide information on the history and organizational structure of your firm, employees dedicated to the Village, including the year established, ownership, qualifications, and principal officers.

Proposer must identify organizational chart with proposed project management, building official and inspector(s); specific names and functions of personnel assigned to the project; resumes of personnel assigned to the project. Include copies of State licenses held by each proposed team member pertaining to building services.

4. Staffing

Relevant experience and qualifications of key personnel, including key personnel of subcontractors that will be assigned to this project and experience and qualifications of subcontractors; and the size and experience of the company staff pool from which staff assigned to the management contract can be drawn. The Proposer must provide the name and qualifications of the individual who will manage the project. The Proposer must provide an organizational chart of the company building official and inspector(s); specific names and functions of personnel assigned to the project. The Proposer shall indicate whether it intends to use subcontractors to provide any of the services pursuant to the Agreement. In the event subcontractors will be used, FEMA requires the parties to agree on a Subcontract Plan that includes a clear description of the percentage of work the Contractor may subcontract out and a list of the subcontractors the contractor intends to use. The Proposer must provide a safe working environment. Each principal of the firm and any other "key personnel" are to be identified, such as project managers, supervisors, and contact personnel who will be professionally associated with the services to be provided. Brief resumes of these individuals are requested and highly encouraged stating their credentials, education, experience, certifications, and all pertinent information to demonstrate capabilities.

5. Approach / Methodology/ Available Resources

Proposers approach methodology to providing the services requested in this solicitation

Include details of your firm's general approach, proposed solution, and a timeline of major events. This section should also provide an explanation of how proposer processes permit process from the application level through the close out of a permit.

Proposers shall provide a list of tools, equipment, vehicles, and personnel available to do the work. In addition, Proposers shall provide an explanation on how resources will be used in the Village . Also, Proposers must identify how resources will be sufficient to handle the Proposer's total workload. Proposer shall provide the following:

6. Financial Stability

Proposers must include a copy of their latest audited financial statements. If the Proposer is a corporation, it must submit a copy of the latest audited financial statements of the corporation. In the event the Proposer does not have audited financial statements, it may substitute non-audited financial statements and complete federal tax returns for the last two (2) years. Each Contractor shall certify and provide a statement that it is financially stable and has the necessary resources, human and financial, to provide the services at the level required by the Village. If a subcontractor or joint venture arrangement is being proposed, similar information must be provided for those participants in the Proposal. Clear and sufficient information must be submitted that will provide insight to the Village about the financial qualifications, fitness, and stability of the Contractor. This section shall also include a letter from the Contractor's surety company providing proof of bonding capability large enough to handle the potential debris management operations up to \$1,000,000 or 100% of the Agreement value, whichever is greater, annually. This letter shall be valid for one year from the anniversary date of the start of the Agreement and shall be resubmitted for validity to the Village every year thereafter throughout the initial Agreement term, and for each year of any subsequent Agreement renewal option.

7. Cost of Services

Each Vendor shall submit in their price proposal utilizing Bid Tables below. Include a cost proposal for all services requested. Services to be rendered as a percentage of the permit fee collected shall be clearly defined and distinguished from those that will be charged an hourly rate.

8. Litigation History

Proposers must provide a summary of any litigation or arbitration that the Proposer, its parent company, or its subsidiaries have been engaged in during the past five (5) years against or involving any public entity for any amount. The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Proposer it determines to be excessively litigious.

9. Insurance Certifications

10. Contract Forms

All completed contract forms

END OF SECTION

SECTION 6 BID FORM 1

RFP Title: Building/Planning Support Services

The undersigned Vendor proposes and agrees, if this Bid is accepted, to enter into an agreement with The Village of Biscayne Park to perform and furnish all Services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

The vendor accepts all of the terms and conditions of this RFP and Instructions to Vendors. This RFP will remain subject to acceptance for 120 days after the day of RFP opening. The Proposer agrees to sign and submit the Agreement with other documents required by the Bidding Requirements within ten days after the date of the Village's Notice of Award.

In submitting this RFP, the Vendor represents, as more fully set forth in the Agreement, that:

- The Vendor has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Vendor has given the Village written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to the Vendor.
- This RFP is genuine and not made in the interest of or on behalf of any undisclosed person, Proposer or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham RFP; the vendor has not solicited or induced any person, Proposer or corporation to refrain from Bidding; and vendor has not sought by collusion to obtain for itself any advantage over any other Vendor or over the Village.

Exact Legal Company Name: _____

Business Name (dba), if any: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____

Fax No.: _____

BID FORM 1 CONTINUED

Email Address: _____

FEIN No.: _____

*By signing this document, the vendor agrees to all Terms

Authorized Signature: _____

Print Name: _____

Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF VENDOR TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE VENDOR TO THE TERMS OF ITS OFFER.

BID FORM 2
ADDENDA ACKNOWLEDGEMENT

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

BID FORM 3
Price Proposal

Proposed Permit Fee Revenue Split

Proposers Percentage of Permit fee	Biscayne Park Percentage of Permit fee
_____ %	_____ %

FEE SCHEDULE

Contractor shall provide cost for hourly rates for each staff position assigned to the Village for use in the event of a declaration of a local State of Emergency.

Item Number	Title or Description of Staff Position	Rate (\$)/hour
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		

FEE SCHEDULE (Continued)

Contractor shall provide cost for hourly rates for each staff position assigned to the Village for services requested not associated with a permit. Please list all other members that are proposed in you bid.

Item Number	Title or Description of Staff Position	Rate (\$)/hour
1	Senior Planner	
2	Assistant Planner	
3	Civil Engineer	
4	Construction Inspector	
5	Administrative Clerk	
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		

BID FORM 4

Sub-Contractors list

Proposer shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

Item Number	Sub-Contractor Company Name and Employer Identification Number	Work to Be Performed
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

ATTACHMENT FEDERAL REQUIREMENTS

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS SOLICITATION

This solicitation is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, proposers shall comply with the clauses as enumerated below. Proposer shall adhere to all applicable Federal Laws, including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this Solicitation as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this Solicitation. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposers proposal may be deemed by the City as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the Procurement. In the event of any conflict between the terms and conditions of this Attachment and the terms and conditions of the remainder of the Procurement, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Procurement the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace REQUIREMENTS (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): To the extent applicable, proposer must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

CONFLICT OF INTEREST (2 CFR § 200.112): The proposer must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy. Further, Chapter 33 of the City's Code of Ordinances set forth the City's Code of Ethics, and conflict of interest policies

MANDATORY DISCLOSURES (31 U.S.C. §§ 3799 – 3733): Proposer acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Proposer’s actions pertaining to this solicitation. The Proposer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387) Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Village assumes responsibility for notifying the Environmental Protection Agency (EPA).

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

EQUAL EMPLOYMENT OPPORTUNITY (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender, gender identity, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROCUREMENT OF RECOVERED MATERIALS. Contractor and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

DEBARMENT AND SUSPENSION. Contractor as part of the procurement response, has completed and submitted the Certification Regarding Debarment, Suspension to the Village, a certification that Contractor and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable, that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

MINORITY/WOMEN'S BUSINESS ENTERPRISES. Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Information regarding certified M/WBE firms can be obtained from (the following list is not exhaustive):

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

COPELAND "ANTI-KICKBACK"

A. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

BYRD ANTI LOBBYING AMENDMENT (31 U.S. C. 1352). The Certification regarding Lobbying executed by Contractor and attached as part of the Affidavits to this solicitation is hereby acknowledged and made part of any resultant Agreement by reference.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The Village shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

CONTRACT WITH THE ENEMY. In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under the resulting contract are to be performed outside the United States and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

SAFE WORK ENVIRONMENT. The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the Village, County, State, and/or Federal Government. The Contractor shall ensure that its subcontracts contain similar safety provisions.

COMPLIANCE WITH FEDERAL LAWS, REGULATIONS AND EXECUTIVE ORDERS. This is an acknowledgement that Federal financial assistance will be used to fund any resulting agreement. The Contractor will comply with all applicable federal laws, regulations, Executive Orders, including policies, procedures, and directives.

FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to any resultant agreement.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services --

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and

any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ACCESS TO RECORDS

The Contractor agrees to provide the Village, the State of Florida, the Federal Government, US Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide any of the aforementioned entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

RECORD RETENTION (2 CFR § 200.33): Proposer will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

FEDERAL CHANGES: Proposer shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

SAFEGUARDING PERSONAL IDENTIFIABLE INFORMATION (2 CFR § 200.82): Proposers will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

ENERGY POLICY AND CONSERVATION ACT (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): Proposer shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Proposer will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Proposer from (1) engaging in severe forms of trafficking in persons during the period of time that the resulting contract is in effect; (2) procuring a commercial sex act during the period of time that the resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by the City for Consultant's violating this provision, without penalty.

BUY AMERICA, BUILD AMERICA, BUY AMERICA ACT (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005): All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with the City for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

ENHANCED WHISTLEBLOWER PROTECTIONS (41 U.S.C. § 4712): An employee of Proposer and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

FEDERAL AGENCY SEALS, LOGOS AND FLAGS: The Proposer shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

NO OBLIGATION BY FEDERAL GOVERNMENT: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

AFFIDAVITS



NON - COLLUSION AFFIDAVIT

Village of Biscayne Park

600 NE 114 Street

Biscayne Park, FL 33161

Telephone: (305) 899-8000

STATE OF FLORIDA)
)
COUNTY OF _____)

The undersigned being first duly sworn as provided by law, deposes, and says:

This Affidavit is made with the knowledge and intent that it is to be filed with the Village of Biscayne Park Village Commission and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Bid. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a, _____, formed under the laws of _____
(Type of Business) (State)

of which he is _____.
(Sole Owner, Partner, President, etc.)

Neither the undersigned nor any person, Proposer, or corporation named in above Paragraph 10.2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Bid by the Village, also that no head of any department or employee therein, or any officer of the Village of Biscayne Park, Florida is directly interested therein.

This Bid is genuine and not collusive or a sham; the person, Proposer or corporation named above in Paragraph 10.2 has not colluded, conspired, connived or agreed directly or indirectly with any proposers or person, Proposer or corporation, to put in a sham Bid, or that such person, Proposer or corporation, shall refrain from Bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, Proposer or corporation, to fix the prices of said Bid or Bids of any other proposers; and all statements contained in the Bid or Bids described above true; and further; neither the undersigned, nor the person, Proposer or corporation named above in Paragraph 10.2, has directly or indirectly submitted said Bid or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of _____, 200_.

Personally Known _____ or Produced Identification _____;

Type of identification _____

(Affix seal here)

NOTARY PUBLIC (name printed or typed)

PUBLIC ENTITY CRIMES

Village of Biscayne Park
600 NE 114 Street
Biscayne Park, FL 33161
Telephone: (305) 899-8000

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Sub-Contractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

11.1. This sworn statement is submitted to Village of Biscayne Park

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification number (FEIN) is _____. (If the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.)

11.2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

11.3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

11.4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

a.) predecessor or successor of a person convicted of a public entity crime; or

PUBLIC ENTITY CRIMES CONTINUED

- b.) Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

11.5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

11.6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 11.1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

PUBLIC ENTICEMENT CRIMES CONTINUED

By:

_____ (Signature)

____ (Printed)

Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____, by _____.

(AFFIX NOTARY STAMP HERE)

Signature: **Notary Public – State of Florida**

roduced

Personally Known _____ OR Produced Identification _____

10/1998

EQUAL OPPORTUNITY /
AFFIRMATIVE ACTION

Village of Biscayne Park

600 NE 114 Street

Biscayne Park, FL 33161

Telephone: (305) 899-8000

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, sexual orientation, gender identity, age, handicap, marital status, and political affiliation or belief.

Signed: _____

Title: _____

Proposer: _____

Address: _____

CONFLICT OF INTEREST

Village of Biscayne Park

600 NE 114 Street
Biscayne Park, FL 33161
Telephone: (305) 899-8000

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Village of Biscayne Park or its agencies.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

18.1. I _____ am _____ the _____ of _____ with a local office in _____ and principal office in _____.

18.2. The above named entity is submitting a Bid for the Village of Biscayne Park, RFQ No. _____ described as: RFP Event Rides. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

18.3 The Affiant states that only one submittal for the above Bid is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.

18.4 Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

18.5 Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

18.6 Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

18.7 I certify that no member of the entity's ownership or management is presently applying for any employee position or actively seeking an elected position with the Village of Biscayne Park.

18.8 I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the Village of Biscayne Park.

18.9 In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the Village of Biscayne Park.

Dated this _____ day of _____, 2021.

AFFIANT

Print or Type Name and Title

Sworn to and subscribed before me this _____ day of _____, 2021.

Personally Known _____ OR

Produced Identification _____; Type of Identification _____

NOTARY PUBLIC STATE OF FLORIDA

DISPUTEDISCLOSURE

Village of Biscayne Park

600 NE 114 Street

Biscayne Park, FL 33161

Telephone: (305) 899-8000

DISPUTE DISCLOSURE FORM

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

19.1. Has your Proposer or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

19.2. Has your Proposer, or any member of your Proposer, been declared in default, terminated or removed from a contract or job related to the services your Proposer provides in the regular course of business within the last five (5) years?

YES _____ NO _____

19.3. Has your Proposer had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your Proposer provides in the regular course of business?

YES _____ NO _____ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Village of Biscayne Park.

Proposer

Date

Authorized Signature

Print or Type Name and Title

ANTI-KICKBACK

Village of Biscayne Park
600 NE 114 Street
Biscayne Park, FL 33161
Telephone: (305) 899-8000

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF _____)

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the Village of Biscayne Park or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Proposer or by an officer of the corporation.

By: _____

Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ [name of person], as _____ [type of authority], for _____ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

Public – State of Florida **Notary**

_____ Print or Type Commissioned Name

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.4725]

I, _____, on behalf of _____,
Print Name Company Name

certifies that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Title

Date

E-Verify Affidavit

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's EVerify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the Village of Biscayne Park are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby certify that you will comply with E-Verify requirements.

Company Name

Offeror Signature

Date _____
Federal Employer Identification

Print Name

Title Number (FEIN)

Notary Public Information

Sworn to and subscribed before me on this this _____ day of _____, 2021.

By _____

☐ Is personally known to me

☐ Has produced identification (type of identification produced: _____)

Signature of Notary Public

Print or Stamp of Notary Public

Expiration Date



DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL FOR PROPOSER TO BE DEEMED RESPONSIVE

The Proposer, by virtue of the signature below, certifies the following:

Please check only one below

- ☐ 1. The Proposer currently provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 2. The Proposer will provide at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 3. The Proposer will not provide at time of award
- ☐ 4. The Proposer does not need to provide at time of award because the following exemption applies:

Please check only one below

- ☐ The Proposer's price bid for the initial contract term is \$100,000 or less
- ☐ The Proposer employs less than twenty-five (25) employees
- ☐ The Proposer does not provide benefits to employees' spouses or spouse's dependents
- ☐ The Proposer is a religious organization, association, society, or non-profit charitable or educational institution
- ☐ The Proposer is a government entity
- ☐ The Proposer cannot comply with the request because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Please state the law, statute or regulation _____ (Attach explanation of its applicability).

I, _____ of _____

(Name)

(Title)

(Proposer)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

BY: _____

Signature

Sworn to and subscribed before me
this _____ day of _____, 20__

Printed Name and Title,

STATE OF _____
COUNTY OF _____

Personally Known Or Produced Identification _____

Notary Public - Name _____

Notary Public - Signature _____

My Commission Expires _____
(Type of identification)
(printed, Typed, or Stamped commission name of Notary
public) _____

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] _____
certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] _____, certifies or affirm the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date